

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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PHILLIS ARCHIPOLI, WILLIAM ARCHIPOLI, Jr.,  
LAWRENCE NEWCOMBE and the ESTATE OF  
WILLIAM ARCHIPOLI, SR.,

Plaintiff,

-against-

CITY OF NEW YORK, CARL WATSON,  
CORNELIUS BUCKLEY, VINCENT ORSINI,  
GEORGE BOAN, CESAR BRENES, MICHAEL  
LOPRESTI and JOHN and JANE DOE 1 through 10,  
individually and in their official capacities, (the  
names John and Jane Doe being fictitious, as the true  
names are presently unknown),

Defendants.  
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**STIPULATION OF  
SETTLEMENT AND ORDER OF  
DISMISSAL**

10 CV 1986 (BMC)

**WHEREAS**, plaintiffs Phillis Archipoli, William Archipoli, Jr., Lawrence Newcombe and the Estate of William Archipoli Sr., commenced this action by filing a complaint on or about May 3, 2010, alleging that Defendants violated plaintiffs' federal civil and state common law rights; and

**WHEREAS**, Defendants have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues asserted in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against Defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amounts specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff PHILLIS ARCHIPOLI the sum of FORTY FIVE THOUSAND (\$45,000.00) DOLLARS and agrees to pay plaintiff WILLIAM ARCHIPOLI, JR. the sum of TWENTY THOUSAND (\$20,000) DOLLARS and agrees to pay plaintiff LAWRENCE NEWCOMBE the sum of SEVENTY THOUSAND (\$70,000) DOLLARS and agrees to pay plaintiff the Estate of WILLIAM ARCHIPOLI SR. the sum of TEN THOUSAND (\$10,000) Dollars, for a total aggregate sum of \$145,000 in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all claims against the defendants and to release the individual defendants Carl Watson, Cornelius Buckley, Vincent Orsini, George Boan, Cesar Brenes, Michael Lopresti and the City of New York, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs shall execute and deliver to Defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph 2 above and Affidavits of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments.

A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the Defendants that they in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless Carl Watson, Cornelius Buckley, Vincent Orsini, George Boan, Cesar Brenes, Michael Lopresti and the City of New York, regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written

agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
February , 2011

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By: \_\_\_\_\_

Brett H. Klein, Esq.  
*Attorney for Plaintiffs*

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By: David M. Pollack,  
Assistant Corporation Counsel  
*Attorney for Defendants*  
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(212) 788-1894

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David M. Pollack

SO ORDERED:

Dated: New York, New York  
February \_\_\_\_\_, 2011

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HON. BRIAN M. COGAN  
U.S. DISTRICT COURT JUDGE